

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DAHKEEM MILLER; JOSE GUILTY;
TRAVIS BUTLER; ARIAN PERALTA;
GARY GARCIA, JR.; BOBBY DEE
CRUZ, and ISAIAH MUHAMMAD,
on their own behalf and on behalf
of others similarly situated,

Case No. 21-cv-2616 (PKC)

Plaintiffs,

-v-

CITY OF NEW YORK; CYNTHIA BRANN;
TIMOTHY FARRELL; HAZEL JENNINGS;
and BRENDA COOKE,

Defendants.

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**~~PROPOSED~~ ORDER PRELIMINARILY APPROVING
MODIFICATION TO PROPOSED SETTLEMENT**

WHEREAS, on May 8, 2023, the Court preliminarily approved the April 12, 2023 settlement stipulation (the “Settlement Agreement”) between Plaintiffs Jose Guity, Arian Peralta, Gary Garcia, Jr., Bobby Dee Cruz, and Isaiah Muhammad (collectively, the “Class Representatives”) and the City of New York (the “City”) (collectively, the “Parties”);

WHEREAS, on June 12, 2023, the Parties submitted a letter informing the Court that they intended the Class Period (as defined in the Settlement Agreement) to be March 25, 2018 through June 30, 2022, but due to a scrivener’s error, the Settlement Agreement erroneously provides that the Class Period is March 18, 2018 through June 30, 2022, and requesting that the Court approve a modification to the Settlement Agreement and the exhibits appended thereto (the “Modification”) correcting that scrivener’s error and clarifying that the Class Period is March 25, 2018 through June 30, 2022, not March 18, 2018 through June 30, 2022;

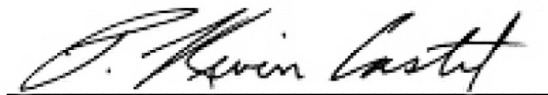
WHEREAS, the Court has considered all of the submissions made by counsel for Parties;
and

WHEREAS, the Court finds that the proposed Modification to the Settlement Agreement
is fair and reasonable and reflects the Parties' intent;

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. The Court finds that the proposed Modification to the Settlement Agreement
fairly and reasonably rectifies the scrivener's error in the original Settlement Agreement.
2. Notwithstanding anything to the contrary in the Settlement Agreement, the Class
Period (as defined in the Settlement Agreement) shall be March 25, 2018 through June 30, 2022.
3. Notwithstanding anything to the contrary in the Settlement Agreement, the
Anticipated Maximum Total Payment Amount (as defined in the Settlement Agreement) shall be
\$52,801,250.00.
4. Notwithstanding anything to the contrary in the Settlement Agreement, the Class
List shall be the document that is appended to the Modification as Exhibit A.
5. Notwithstanding anything to the contrary in the Settlement Agreement, Exhibits
C, D, E, H, I, and J to the Settlement Agreement shall be amended to reflect that the Class Period
is March 25, 2018 through June 30, 2022, not March 18, 2018 through June 30, 2022.

IT IS SO ORDERED this 14th day of June, 2023



THE HONORABLE P. KEVIN CASTEL
United States District Judge